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This instrument prepared by
and please return to:
Jennifer L. Worstell, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603



Doc#: 0617045088 Fee: \$78.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/19/2006 01:43 PM Pg: 1 of 28

P.I.N.:

32-23-300-022-0000; 32-23-313-003-0000;
32-23-314-025-6001; 32-23-314-025-6002;
32-23-314-026-6001; 32-23-314-026-6002;
32-23-314-027-0000; 32-23-319-003-0000;
32-23-319-004-0000

COMMONLY KNOWN AS:

1705 Cottage Grove, Ford Heights, Illinois

LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Geneva Energy, LLC, a Delaware limited liability company ("Borrower"), and Benjamin Rose, David Kahn, Emmitt George, John Halston, Richard Meckler, Saul Rudo, James Gosselin, Julie Gosselin, Donegal, Inc. ("Donegal"), an Illinois corporation, and Weaver Boos Consultants, Inc. ("Weaver Boos"), an Indiana corporation (collectively "Guarantors").

RECITALS:

A. Borrower holds fee simple title to certain real estate commonly known as 1705 Cottage Grove, Ford Heights, Illinois, which is legally described on Exhibit A attached hereto

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("Real Estate"). The Real Estate is improved with a tire recycling and power generation plant that produces energy by burning used tires.

B. Donegal is an affiliate of Woodland Financial Group, L.L.C., an Illinois limited liability company and a member of Borrower. Weaver Boos is an affiliate of an investor in Borrower.

C. As of November 8, 2005, Borrower executed and delivered to Lender a Promissory Note Evidencing a Line of Credit in the amount of Three Million (\$3,000,000) Dollars ("Note"), which was executed pursuant to the terms of a Loan Agreement ("Loan Agreement") of even date therewith. The Note evidences a non-revolving line of credit loan in the amount of Three Million (\$3,000,000) Dollars ("Loan"), the proceeds of which are being used to provide working capital funds to Borrower. To secure the Note, Borrower, Guarantors and certain other parties executed and delivered the following documents to Lender ("Original Security Documents"):

1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement covering the Real Estate ("Mortgage"), which was recorded with the Cook County Recorder of Deeds on December 2, 2005 as Document No. 0533643295;
2. an Environmental, ADA and ERISA Indemnification Agreement covering the Real Estate executed by Borrower, Benjamin Rose and Emmitt George;
3. Guaranties of Note, Loan Agreement, Mortgage and Other Undertakings executed by Guarantors (collectively the "Guaranties");
4. a UCC Financing Statement regarding the personal property located on the Real Estate;
5. a UCC Authorization executed by Borrower;

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6. Security Agreements covering certain certificates of deposit or stock certificates executed by Benjamin Rose and Catalyst Energy Corporation of Montgomery County, a Delaware corporation and affiliate of Benjamin Rose, Emmitt George, Donegal and Saul Rudo (collectively "Security Agreements"), which were delivered to Lender in lieu of such persons or entities delivering financial statements to Lender;

7. Cash Collateral Accounts established and funded by Benjamin Rose, Donegal and Saul Rudo;

8. a Subordination Agreement executed by Wood Group Power, Inc., an Illinois corporation and the manager of the Real Estate regarding a mortgage on the Real Estate from Borrower to Wood Group Power, Inc. ("Wood Mortgage"), which Subordination Agreement was recorded with the Cook County Recorder of Deeds on December 2, 2005 as Document No. 0533643296;

9. a Management Lien Subordination Agreement executed by Wood Group Power, Inc., which was recorded with the Cook County Recorder of Deeds on December 2, 2005 as Document No. 0533643297; and

10. certain other documents and items required by Lender.

D. The management agreement with Wood Group Power, Inc. has been terminated and the Wood Mortgage has been released.

E. Borrower has now requested Lender to: (1) modify the date on which amortization of the principal balance of the Loan commences from January 1, 2006 until August 1, 2006, (2) extend the date on which the first payment of principal in the amount of \$16,667.00 is to be paid from February 1, 2006 until September 1, 2006, and (3) correct certain discrepancies between the provisions of the Security Documents and the collateral that Lender

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actually holds as security for the Loan. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. Subparagraph (b) of the Note is hereby replaced in its entirety by the following:

(b) On September 1, 2006, and on the first day of each succeeding calendar month to and including the Maturity Date (as defined hereafter), there shall be paid the amount of \$16,667.00, which shall be applied to principal.

The Security Documents are hereby modified and amended to secure the Note as hereby amended and all references to the Note in the Security Documents are modified and amended to refer to the Note as hereby modified. All payments previously made on the Note are unchanged.

2. Section 2(c) of the Loan Agreement states that Henry Rose is a guarantor of the Loan. The parties hereto hereby acknowledge and agree that Henry Rose is not a guarantor of the Loan, has no obligation under the Security Documents, and has no liability for the repayment of the Loan. Section 2(g) and 2(g) of the Loan Agreement state that James Gosselin and Julie Gosselin pledged cash collateral for the Loan. The parties hereto hereby acknowledge and agree that James Gosselin and Julie Gosselin did not pledge cash collateral for the Loan. All other provisions of the Loan Agreement are unchanged.

3. The Security Agreements are hereby modified as follows:

(a) The Security Agreement executed by Catalyst Energy Corporation of Montgomery County is hereby amended to state that Certificate of Deposit Account No. 86413 is in the amount of \$250,000;

(b) The Security Agreement executed by Emmitt George is hereby amended to show that Lender holds 989 shares of Exelon stock; and

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(c) The Security Agreement executed by Saul Rudo is hereby amended to state that Certificate of Deposit Account No. 86439 is in the amount of \$27,500.

All other provisions of the Security Agreements are unchanged.

4. Concurrently with the execution of this Modification, the following documents shall be executed and delivered to Lender:

(a) such instruments, documents or papers as may be required by the title insurer of the Mortgage for the issuance of a date down endorsement to Lender's loan title insurance policy which insures the Mortgage as modified by this Modification as a first lien on the Real Estate;

(b) updated evidence of fire, casualty and public liability insurance as set forth in the Mortgage, as requested by Lender,

(c) a Certificate of Good Standing from the State of Delaware of Geneva Energy, LLC;

(d) a printout from the Illinois Secretary of State's website regarding good standing status for the following entities:

- i. Geneva Energy Holdings, LLC, the manager of Borrower; and
- ii. Geneva7 LLC, the managing member of Geneva Energy Holdings, LLC;

(e) a Certificate of Good Standing from the State of Indiana for Weaver Boos;

(f) Resolutions of:

- i) Borrower;
- ii) Geneva Energy Holdings, LLC; and
- iii) Geneva7 LLC;
- iv) Donegal;

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v) Weaver Boos; and

(g) payment of Lender's expenses, as set forth in Section 9 hereof.

5. Upon receipt of the documents required in Section 2 hereof, Lender will cause this Modification to be placed of record and concurrently therewith will order an endorsement to its lender's title insurance policy from title insurer covering said recordations and insuring the Mortgage as modified by this Modification. When the endorsement has been issued and reflects that Borrower is the holder and owner of the fee simple title to the Real Estate and that Lender holds the lien of the Mortgage as modified by this Modification on the Real Estate subject only to the Permitted Exceptions set forth in the Loan Agreement, then this Modification shall become effective.

6. This Modification shall constitute a modification and amendment of the Note, Mortgage, Loan Agreement, and other Security Documents and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note as hereby revised ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note, this Modification or the Loan Documents.

7. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

8. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

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9. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.

10. Guarantors hereby affirm their obligations under the Guaranties and agree that the Guaranties are amended and extended to cover and guaranty the Note as hereby modified. All references in the Guaranties to the Note shall mean the Note as hereby modified. Borrower and Guarantors acknowledge and confirm that by executing this Modification, Lender has not waived, altered or modified any of Lender's rights under the Note or Loan Documents to amend, extend, renew, modify or otherwise deal with the obligations of Borrower or Guarantors without the consent of Borrower or Guarantors and without such action releasing, modifying or affecting the obligations of Borrower or Guarantors or affecting the security heretofore guaranteed to Lender.

11. The failure to observe or perform any covenant or condition set forth in this Modification or any other instrument described herein or executed and delivered pursuant hereto shall constitute an Event of Default (as defined in the Security Documents) and Lender shall have all remedies reserved to the mortgagee, holder and secured party under the Note, the Loan Agreement, the Mortgage, the Loan Documents and other instruments delivered hereunder and in connection with the Note and such additional remedies afforded by the laws of Illinois available to a mortgagee or secured party.

12. BORROWER AND GUARANTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER AND GUARANTORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND

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DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER AND GUARANTORS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER AND GUARANTORS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWER AND GUARANTORS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. BORROWER AND GUARANTORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER AND GUARANTORS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREIN ABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER AND GUARANTORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

13. BORROWER AND GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER AND BORROWER OR GUARANTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER OR GUARANTORS, OR ANY OF THEM.

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14. Borrower and Guarantors hereby warrant to Lender that neither Borrower nor Guarantors nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower and Guarantors covenant to Lender that if they become aware that that they or any affiliate is identified on any Blocked Persons List, Borrower and Guarantors shall immediately notify Lender in writing of such information. Borrower and Guarantors further agree that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international money laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

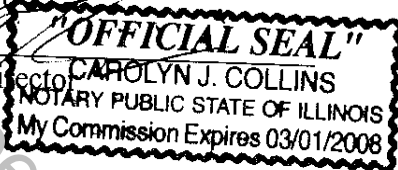
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In witness whereof, the parties have executed this Modification on April 25, 2006, to take effect as of January 1, 2006.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: [Signature]
Its Managing Director



BORROWER:

Geneva Energy LLC, a Delaware limited liability company

By: Geneva Energy Holdings LC manager

By: Geneva7, LLC, an Illinois limited liability company, managing member

By: Benjamin Rose, Manager

GUARANTORS:

Benjamin Rose

David Kahn

Emmitt George

John Halston

Richard Meckler

Saul Rudo

James Gosselin

Julie Gosselin

Donegal, Inc., an Illinois corporation

By: Stephen M. Schuster, President

Weaver Boos Consultants, Inc., an Indiana corporation

By: _____
Its _____

Attest: _____
Its _____

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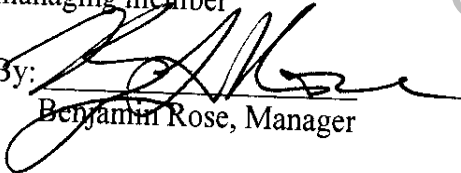
By: _____
Its Managing Director

BORROWER:

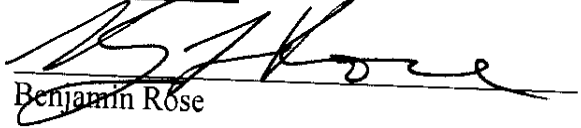
Geneva Energy LLC, a Delaware limited liability company

By: Geneva Energy Holdings LC, manager

By: Geneva7, LLC, an Illinois limited liability company, managing member

By: 
Benjamin Rose, Manager

GUARANTORS:


Benjamin Rose

David Kahn

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GUARANTORS:

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David V. Kahn

David Kahn

Emmitt George

John Halston

Richard Meckler

Saul Rudo

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Julie Gosselin

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David Kahn

Emmitt George

John Halston

[Signature]
Richard Meckler

Saul Rudo

James Gosselin

Julie Gosselin

Donegal, Inc., an Illinois corporation

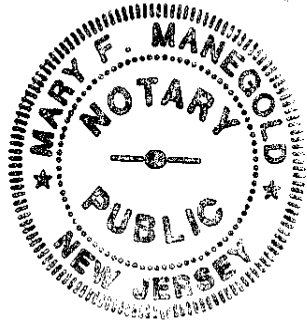
By: _____
Stephen M. Schuster, President

Weaver Boos Consultants, Inc., an Indiana corporation

By: _____
Its _____

Attest: _____
Its _____

Mary F. Manegold
MARY F. MANEGOLD
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/1/2010



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By: _____
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GUARANTORS:

Benjamin Rose

David Kahn

Emmitt George

John Halston

Richard Meckler



Saul Rudo

James Gosselin

Julie Gosselin

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By: _____
Benjamin Rose, Manager

GUARANTORS:

Benjamin Rose

David Kahn

Emmitt George

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Julie Gosselin

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Benjamin Rose, Manager

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Benjamin Rose

David Kahn

Emmitt George

John Halston

Richard Meckler

Saul Rudo

James Gosselin

Julie Gosselin

Donegal, Inc., an Illinois corporation

By: SM Schuster
Stephen M. Schuster, President

Weaver Boos Consultants, Inc., an Indiana corporation

By: _____
Its _____

Attest: _____
Its _____

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Its Managing Director

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By: _____
Benjamin Rose, Manager

GUARANTORS:

Benjamin Rose

David Kahn

Emmitt George

John Halston

Richard Meckler

Saul Rudo

James Gosselin

Julie Gosselin

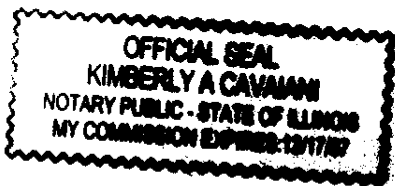
Donegal, Inc., an Illinois corporation

By: _____
Stephen M. Schuster, President

Weaver Boos Consultants, Inc., an Indiana corporation

By: [Signature]
Its President

Attest: [Signature]
Its Notary Public



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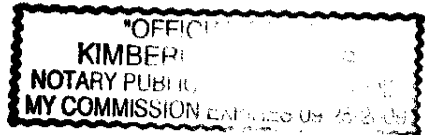
STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Thomas Olivier, Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 14, 2006.

Kimberly K. Enders
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

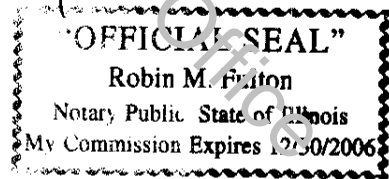


The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Benjamin Rose, Manager of Geneva7 LLC, an Illinois limited liability company, the Managing Member of Geneva Energy LLC, a Delaware limited liability company, Manager of Geneva Energy LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal MAY 18, 2006.

Robin M. Fulton
Notary Public

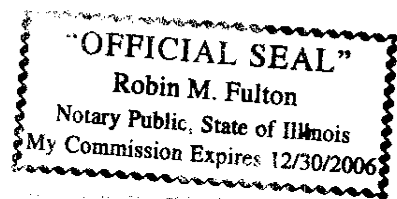
STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Benjamin Rose, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal MAY 18, 2006.

Robin M. Fulton
Notary Public



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New Jersey
 STATE OF ~~ILLINOIS~~)
 Essex) SS
 COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Benjamin Rose, Manager of Geneva7 LLC, an Illinois limited liability company, the Managing Member of Geneva Energy LLC, a Delaware limited liability company, Manager of Geneva Energy LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

 Notary Public

New Jersey
 STATE OF ~~ILLINOIS~~)
 Essex) SS
 COUNTY OF ~~COOK~~)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that *Richard Meckler* ~~Benjamin Rose~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 19, 2006.

Mary F. Manegold

 Notary Public

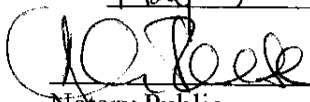


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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

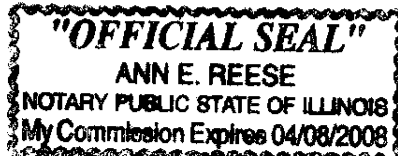
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that David Kahn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal May 5th, 2006.



Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Emmitt George, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

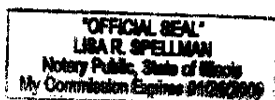
GIVEN under my hand and Notarial Seal _____, 2006.

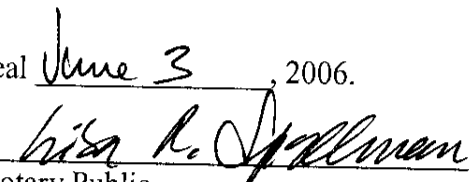
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John Halston, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal June 3, 2006.





Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that David Kahn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

Notary Public

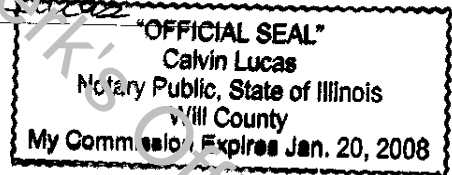
STATE OF ILLINOIS)
~~COUNTY OF C O O K~~) SS
DUPAGE

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Emmitt George, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal MAY 18TH, 2006.

Calvin Lucas

Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John Halston, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Richard Meckler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

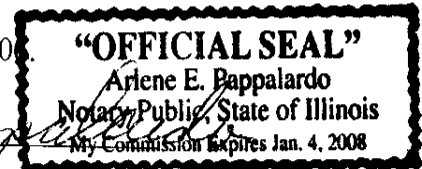
See page 11, 2nd version
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Saul Rudo, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal *March 23*, 2006.

Arlene E. Pappalardo
Notary Public

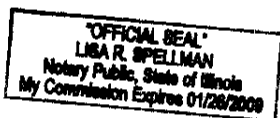


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that James Gosselin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal *June 3*, 2006.

Lisa R. Spellman
Notary Public



UNOFFICIAL COPY

STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

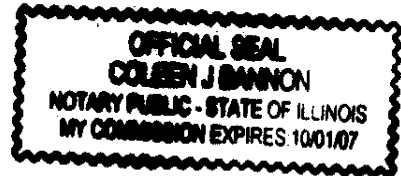
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Julie Gosselin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 19, 2006.

Colleen J. Bannon

Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen M. Schuster, President of Donegal, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

Notary Public

STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ and _____, _____ and _____ of Weaver Boos Consultants, Inc., an Indiana corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Julie Gosselin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen M. Schuster, President of Donegal, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 5, 2006.

Marcia Stone
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)



The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that _____ and _____ and _____ of Weaver Boos Consultants, Inc., an Indiana corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Julie Gosselin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen M. Schuster, President of Donegal, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal _____, 2006.

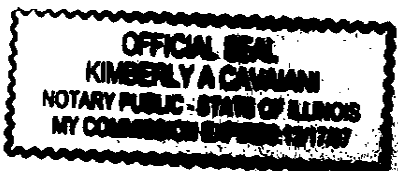
 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that John W. Weaver II and _____, _____ and _____ of Weaver Boos Consultants, Inc., an Indiana corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal April 25, 2006.

Kimberly A. Cavanaugh
 Notary Public



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

LOT 'D' AND LOTS 1 AND 2 IN BLOCK 10 IN THOMAS CHENEY AND WAUGH'S THIRD ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 23, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BLOCK 7 IN THOMAS CHENEY AND WAUGH'S FOURTH ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 AND 2 IN BLOCK 5 IN LINCOLN GROVE SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 100 RODS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 (EXCEPT THAT PART CONVEYED TO THE OSWEGO AND INDIANA PLANKS ROAD COMPANY BY INSTRUMENT RECORDED AUGUST 16, 18754 AS DOCUMENT 53083), AND

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1705 COTTAGE GROVE, FORD HEIGHTS, ILLINOIS

P.I.N.:

32-23-300-022-0000; 32-23-313-003-0000;
 32-23-314-025-6001; 32-23-314-025-6002;
 32-23-314-026-6001; 32-23-314-026-6002;
 32-23-314-027-0000; 32-23-319-003-0000;
 32-23-319-004-0000